

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		RATING		PAGE 1		OF PAGES 34	
2. CONTRACT NO.		3. SOLICITATION NO. DTFANM-13-R-00034		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		5. DATE ISSUED 12/12/12		6. REQUISITION/PURCHASE NO..	
7. ISSUED BY: <b>DOT/FAA/AAQ-530</b> <b>CO: Gina Storlie</b> <b>1601 Lind Ave SW</b> <b>Renton, WA 98057</b>				8. ADDRESS OFFER TO (If other than Block 7) <b>GINA.STORLIE@FAA.GOV</b> <b>(See Electronic Submission Limitations in RFO)</b>					

### SOLICITATION

9. Offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in 1601 Lind Ave SW, Renton, WA 98057 until 4 PM local time 01/16/2013  
(Hour) (Date)

### CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:		A. NAME GINA STORLIE		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 425 227 1957	
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### OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION DATA	
22. RESERVED		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY GINA STORLIE			
26. NAME OF CONTRACTING OFFICER (Type or print) GINA STORLIE		27. UNITED STATES OF AMERICA		28. AWARD DATE	

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B001. PRICES/COSTS:** Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for the KAHALUI (OGG), MAUI, LOCALIZER RELOCATION PROJECT as listed in the specifications, drawings, contract clauses, and wage rates.

<u>CONTRACT LINE ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE PER HOUR</u>
<b>0001</b>	<b>KAHALUI (OGG) LOCALIZER RELOCATION PROJECT as described in attached SOW</b>	<b>1</b>	<b>LUMP SUM</b>	<b>\$ _____</b>
<b>TOTAL:</b>				
<b>Name of Firm:</b>  <b>Printed Name of Authorized Signatory:</b>  <b>Initials of Authorized Signatory:</b>				

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. The Government may award one, some or all of the CLINS. A single award shall be made. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.*

Rate Sheet		
CLIN	Description	Hourly Rate
001	Principal / QA	
002	Project Manager	
003	Architect: Senior Professional	
004	Architect: Professional	
005	Architect: Technician	
006	Planner: Professional	
007	Planner: Technician	
008	Electrical Engineer: Senior Professional	
009	Electrical Engineer: Professional	
010	Electrical: Technician	
011	Structural Engineer: Senior Professional	
012	Structural Engineer: Professional	
013	Structural: Technician	
014	Civil Engineer: Senior Professional	
015	Civil Engineer: Professional	
016	Civil: Technician	
017	Mechanical Engineer: Senior Professional	
018	Mechanical Engineer: Professional	
019	Mechanical: Technician	
020	Electronics Engineer: Senior Professional	
021	Electronics Engineer: Professional	
022	Electronics Engineer: Technician	
023	Drafter	
024	Contract Administration	

**B002 . TYPE OF CONTRACT AWARD.** This will be a FIRM-FIXED PRICED CONTRACT for CLIN 001. The *rate sheet*, above, will be used to negotiate any changes or additional work to the scope.

Award will be made to the LOWEST PRICED, TECHNICALLY ACCEPTABLE Offeror in accordance with the previously issued QUALIFIED VENDORS LIST for NAVAIDS A&E PROJECTS in the WESTERN LOGISTICS SERVICE AREA.

Prices offered in on the attached rate schedule WILL NOT be used in the calculation of “lowest priced” determination. Instead, the rate sheet will be used for purposes of determining and/or negotiating costs associated with contract changes.

**B003. SMALL BUSINESS DESIGNATION.** This award has been set aside for small business entities as determined by the SMALL BUSINESS ADMINISTRATION, and in accordance with NAICS Code: 541310, *Architectural Services*. **This NAICS Code *must be* referenced on the attached Business Declaration Form.**

**Applicable Clause:**

**3.6.1-1 Notice of Total Small Business Set-Aside** (January 2010)

**PART I - SECTION C**  
**Statement of Work (SOW)**  
**Kahalui (OGG), Maui, Hawaii**  
**Localizer Relocation**  
**Kahalui, Hawaii**

Background: The Kahalui International Airport (OGG) is served by one runway 02-20. The localizer serving the northern approach (runway 02) will be relocated.

General Scope of Work:

- Structural design.
  - Design for a mostly metal ILS localizer platform. The localizer platform will be approximately 30 feet high. Note: The localizer top of platform itself including hand rails around the platform shall be constructed of non-metallic materials. Note: The localizer pad will be approximately 220 feet long by 20 feet wide with handrails and stairs for access. Note: The FAA will provide a generic steel localizer platform design with calculations that can be modified as needed for this project.

Provide on site technical oversight during construction. Assume a min. of four site visits will be required for quality control checks and for as built.

  - Assumption is no airport badging will be required. FAA will provide all escorts.
- Drafting Services
  - Provide drafting services on a time and materials basis beyond the base bid. **Base bid will be for 300 hours of drafting.** Drafting can be at the consultant's location.
  - Final product will be in Microstation FAA format
  - Drafting work will be for preparation of FAA construction package and any drawings as needed for FAA engineering reports.
  - Drafter must have journeyman level expertise and have drafted FAA construction plans in the past.
  - Note that this drafting service is NOT a part of the structural design or geotechnical investigation requirements.
- Geotechnical investigations.
  - Required for the proposed relocation site for ILS localizer.
  - Geotechnical foundation designs that will support localizer platform heights as will be specified once the surveying of the runway is completed. The geotechnical investigation shall custom site design the new localizer platform to the OGG airport site. In general, the native soils bearing capacity condition will be assumed to be 2000 PSF and both a "worse case" expansive and non expansive saturated soils condition will be a part of this design.
  - Assumption is that there will be on site geotechnical borings or investigations and that this work will be done at night and with advance coordination and approval by the sponsor. FAA will provide all escorts and no badging will be required.
  - Assume one site visit will be required during construction for quality control checks and to confirm site conditions.
  - Prepare a detailed geotechnical report with plans and specs.
- Prepare all construction estimates. Construction estimates shall be within 10% of actual costs.
- Review and comment all structural submittals.
- Red line as built.
- Assumption is there will be no wet lands mitigations required.

Design parameters:

- All structural work will be performed under the auspices of a Hawaii State registered structural engineer.
  - All localizer platforms and their support structures are to meet current structural standards.
  - All localizer platforms and their support structures to meet all current safety standards (OSHA).
- All geotechnical work will be performed under the auspices of a Hawaii State registered geotechnical engineer.

- All work shall meet all local, state and national codes.
- All work shall be stamped by a licensed engineer licensed in the State of Hawaii.

Deliverables (Note: NTP is not anticipated to begin until January, 2013).

- Complete structural set for a metallic localizer platform with an approximate height of 30 feet with foundation designs including specifications. All fittings, connectors and parts shall also be specified in the plans. It is expected that there will be a 50%, 90% plan review before final plans are prepared. 50% plan review package will be due 90 days after NTP. 90% within a month of FAA review comments of the 50% plan set. 100% due within two weeks of FAA review comments of the 90%.
- Complete geotechnical plans (as defined above) for supporting localizer platforms with an approximate height of 30 feet including specifications.
- Cost estimates to construct (accuracy to within 90% of actual costs) for the OGG localizer platforms.
- Complete construction package with plans and specs.. The FAA will provide some representative samples of typical construction plans and specs..
- Technical on site inspection of all work to be completed as needed to verify that construction has met the intent of the structural plans and specs.
- Technical review of all submittals.
- Preparation of all as builts in FAA Microstation format.

Timing of Deliverables:

- Complete structural design for localizer heights with an approximate height of 30 feet due within 90 days of NTP.
- Complete geotechnical design for all localizer heights with an approximate height of 30 feet due within 90 days of NTP.
- Construction cost estimate to (accuracy to within 90% of actual costs) build the OGG localizer. Due within 120 days of NTP.
- Complete construction package with plans and specs. Due 120 days of NTP.
- Technical on site inspection of all work to be completed. Construction is expected to last 2 months.
- Review of all submittals. Due within one week of submission of submittal.
- As builts. Due within one month of completion of the project.

Note: Several of these deliverables may be ordered concurrently. For instance work on the structural, geotechnical and survey may begin with the same NTP date.

Contacts:

FAA Contracting Officer  
TBD

FAA Engineering Points of Contact:  
Dave Yee P.E.  
425 227 2985 office  
425 463 6679 cell

**PART I - SECTION D**  
**PACKAGING AND MARKING**

Not Applicable

**PART I – SECTION E**  
**INSPECTION AND ACCEPTANCE**

Not Applicable



**PART I – SECTION F**  
**DELIVERIES OR PERFORMANCE**

Not Applicable

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G001.      Invoicing.** All invoices must be on company letter head, reference the contract award number and be structured in accordance with the awarded CLIN structure. Invoices must be emailed to both the CONTRACTING OFFICER and the COR for Agency approval.

**3.3.1-3      Payments under Fixed-Price Architect-Engineer Contracts** (April 1996)

**3.3.1-18      Prompt Payment for Fixed-Price Architect Engineer Contracts** (April 2012)

## **PART I - SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **3.1-1                                      Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

#### **3.1.9-1                                      Electronic Commerce and Signature (July 2007)**

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are both email and facsimile.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contractual actions.

(e) The use of electronic signature technology is authorized under this solicitation and the resulting contract.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

(End of Clause)

#### **3.8.2-17                                      Key Personnel and Facilities (May 1997)**

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

_____	_____
_____	_____
_____	_____
_____	_____

[List key personnel and/or facilities]

(End of clause)

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

<b>3.1.7-1</b>	<b>Exclusion from Future Agency Contracts</b> (August 1997)
<b>3.1.7-2</b>	<b>Organizational Conflicts of Interest</b> (August 1997)
<b>3.1.7-4</b>	<b>Organizational Conflict of Interest</b> (March 2009)
<b>3.1.7-5</b>	<b>Disclosure of Conflicts of Interest</b> (March 2009)
<b>3.2.2.3-33</b>	<b>Order of Precedence</b> (March 2009)
<b>3.2.2.3-61</b>	<b>Responsibility of the Architect-Engineer Contractor</b> (July 2004)
<b>3.2.2.3-67</b>	<b>Special Precautions for Work at Operating Airports</b> (July 2004)
<b>3.2.2.7-6</b>	<b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b> (April 2011)
<b>3.2.2.7-8</b>	<b>Disclosure of Team Arrangements</b> (April 2008)
<b>3.2.5-1</b>	<b>Officials Not to Benefit</b> (April 1996)
<b>3.2.5-3</b>	<b>Gratuities or Gifts</b> (January 1999)
<b>3.2.5-4</b>	<b>Contingent Fees</b> (October 1996)
<b>3.2.5-5</b>	<b>Anti-Kickback Procedures</b> (October 2010)
<b>3.2.5-8</b>	<b>Whistleblower Protection for Contractor Employees</b> (April 1996)
<b>3.3.1-34</b>	<b>Payment by Electronic Funds Transfer- Central Contractor Registration</b> (March 2009)
<b>3.3.2-1</b>	<b>FAA Cost Principles</b> (October 1996)
<b>3.4.1-10</b>	<b>Insurance - Work on a Government Installation</b> (July 1996)
<b>3.4.1-12</b>	<b>Insurance</b> (July 1996)
<b>3.4.1-13</b>	<b>Errors and Omissions</b> (July 1996)
<b>3.6.2-2</b>	<b>Convict Labor</b> (April 1996)
<b>3.6.2-9</b>	<b>Equal Opportunity</b> (August 1998)
<b>3.6.2-10</b>	<b>Equal Opportunity Pre-award Clearance of Subcontracts</b> (November 1997)
<b>3.6.2-12</b>	<b>Equal Opportunity for Veterans</b> (January 2011)
<b>3.6.2-13</b>	<b>Affirmative Action for Workers With Disabilities</b> (October 2010)
<b>3.6.2-28</b>	<b>Service Contract Act of 1965, as Amended</b> (October 2010)
<b>3.6.2-31</b>	<b>Fair Labor Standards Act and Service Contract Act-Price Adjustment</b> (April 1996)
<b>3.6.2-39</b>	<b>Trafficking in Persons</b> (January 2008)
<b>3.6.3-16</b>	<b>Drug Free Workplace</b> (March 2009)
<b>3.6.4-10</b>	<b>Restrictions on Certain Foreign Purchases</b> (January 2010)
<b>3.9.1-1</b>	<b>Contract Disputes</b> (October 2011)
<b>3.9.1-2</b>	<b>Protest After Award</b> (August 1997)
<b>3.10.1-7</b>	<b>Bankruptcy</b> (April 1996)
<b>3.10.1-8</b>	<b>Suspension of Work</b> (September 1998)

<b>3.10.1-12</b>	<b>Changes - Fixed-Price</b> (April 1996)
<b>3.10.1-12</b>	<b>Alternate III Changes - Fixed-Price</b> (April 1996)
<b>3.10.1-25</b>	<b>Novation and Change-Of-Name Agreements</b> (October 2007)
<b>3.10.6-1</b>	<b>Termination for Convenience of the Government (Fixed Price)</b> (October 1996)
<b>3.13-5</b>	<b>Seat Belt Use by Contractor Employees</b> (October 2001)
<b>3.13-13</b>	<b>Contractor Policy to Ban Text Messaging While Driving</b> (January 2011)
<b>3.14-5</b>	<b>Sensitive Unclassified Information (SUI)</b> (July 2008)

### **3.2.2.3-37 Notification of Ownership Changes** (July 2004)

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the Contracting Officer (CO) access to the records on request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and
- (4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.

(End of clause)

### **3.3.1-33 Central Contractor Registration** (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;  
 (B) comply with the requirements of T3.10.1.A-8; and  
 (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.6.2-14 Employment Reports on Veterans (January 2001)**

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).



(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

### **3.6.2-41**

### **Employment Eligibility Verification (September 2009)**

#### **(a) Definitions:**

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

#### **(b) Enrollment and verification requirements.**

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees.
- (A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only

to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

(End of Clause)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

*Attachment No. 001 – Customer Satisfaction Survey (2 Pages)*

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1** **Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

**3.2.5-2** **Independent Price Determination** (October 1996)  
**3.2.5-7** **Disclosure Regarding Payments to Influence Certain Federal Transactions** (October 2010)

**3.2.2.3-10** **Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.

(country)

(End of provision)

**3.2.2.3-35** **Annual Representations and Certifications** (July 2004)

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated \_\_\_\_\_ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

(End of provision)

**3.2.2.3-70** **Taxpayer Identification** (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### 3.2.2.7-7

### Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR)**

(April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### **3.6.2-5 Certification of Non-segregated Facilities (March 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--



(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

**3.6.2-6 Previous Contracts and Compliance Reports (May 1997)**

The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2011)**

(a) Definition.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

## BUSINESS DECLARATION

1. Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_  
EMAIL: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone Number of Firm: \_\_\_\_\_
4. a. Name of Person Making Declaration \_\_\_\_\_  
b. Telephone Number of Person Making Declaration \_\_\_\_\_  
c. Position Held in the Company \_\_\_\_\_
5. Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American      ☐ b. Hispanic American      ☐ c. Native American      ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) \_\_\_\_\_ ☐ f. Other (*Specify*) \_\_\_\_\_
- ☐ g. Female      ☐ h. Male      ☐ i. 8(a) Certified (*Certification letter attached*)      ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes      ☐ b. No      (*If "NO," provide the name and telephone number of the person who has this authority.*) \_\_\_\_\_
7. Nature of Business (*Specify all services/products (NAIC)*) \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
9. Type of Ownership: ☐ a. Sole Ownership      ☐ b. Partnership      \_\_\_\_\_  
☐ c. Other (*Explain*) \_\_\_\_\_
10. Gross receipts of the firm for the last three years: \_\_\_\_\_
- |                         |                           |                         |                           |
|-------------------------|---------------------------|-------------------------|---------------------------|
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ | a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
|                         |                           | a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING  
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM  
SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14. a. Signature \_\_\_\_\_

b. \_\_\_\_\_

Date: \_\_\_\_\_

c. Typed Name \_\_\_\_\_

d. \_\_\_\_\_

Title: \_\_\_\_\_

(End of clause)

- |                   |  |
|-------------------|--|
| <b>3.2.2.3-1</b>  | <b>False Statements in Offers</b> (July 2004)  |
| <b>3.2.2.3-11</b> | <b>Unnecessarily Elaborate Submittals</b> (July 2004)  |
| <b>3.2.2.3-12</b> | <b>Amendments to Screening Information Requests</b> (July 2004)  |
| <b>3.2.2.3-13</b> | <b>Submission of Information/Documentation/Offers</b> (July 2004)  |
| <b>3.2.2.3-14</b> | <b>Late Submissions, Modifications, and Withdrawals of Submittals</b><br>(July 2004)                           |
| <b>3.2.2.3-15</b> | <b>Authorized Negotiators</b> (July 2004)  |
| <b>3.2.2.3-16</b> | <b>Restricting, Disclosing and Using Data</b> (July 2004)  |
| <b>3.2.2.3-17</b> | <b>Preparing Offers</b> (July 2004)  |
| <b>3.2.2.3-18</b> | <b>Prospective Offeror's Requests for Explanations</b> (March 2009)  |
| <b>3.2.2.3-19</b> | <b>Contract Award</b> (July 2004)  |
| <b>3.13-4</b>     | <b>Contractor Identification Number - Data Universal Numbering System</b><br><b>(DUNS) Number</b> (April 2006) |

### 3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means by facsimile or by email. NOTE, though, that the Agency has a file size limitation of 5MB.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to [GINA.STORLIE@FAA.GOV](mailto:GINA.STORLIE@FAA.GOV)

**(f) If you choose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.**

(End of provision)

**3.9.1-3****Protest (October 2011)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition

Federal Aviation Administration  
800 Independence Ave., S.W.  
Room 323  
Washington, DC 20591

Telephone: (202) 267-3290  
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

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## SUBMISSION CHECKLIST

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**L003.      SUBMISSION OF OFFER**

- (1)      An Offeror shall submit an offer which shall include the following:
- a)   **Cover letter stating that no exceptions are taken to any contract terms and conditions, or a detailed summary of all exceptions taken.**
  - b)   **Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**
  - c)   **Part IV, Section K and Business Declaration Form** (Please provide Email Address on form)
  - d)   **PART IV, Section M, Proposal** (Not to exceed twenty (20) pages.)
  - e)   **Three (3) Customer Satisfaction Surveys** as submitted by Third Party References
    - a.   Proposal must include a list of those third parties to whom the survey was submitted.
  - f)   **Electronic Copy of Everything Stated Above (i.e., CD or verified, received email)**

**L004. SOLICITATION QUESTIONS:** All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must request in writing at least ten (10) calendar days prior to the date for receipt of proposals to the Federal Aviation Administration, Attn: Gina Storlie, Contract Specialist, 1601 Lind Avenue S.W., Renton WA 98057 or FAX (425) 227-1055 or gina.storlie@faa.gov. Telephone questions **will not** be accepted. The offer shall provide an address, telephone and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

**L005. SUBMISSION OF PROPOSAL**

*Directions for submitting proposal:*

Mail or hand-carry proposal to:

Federal Aviation Administration  
 Attn: Gina Storlie  
 1601 Lind Ave. S.W.  
 Renton WA 98057

Or Email to: GINA.STORLIE@FAA.GOV

**PROPOSALS ARE DUE NO LATER THAN 4:00 PM ON JANUARY 16, 2013. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!**

## PART IV - SECTION M EVALUATION FACTORS FOR AWARD

### **M001. EVALUATION CRITERIA IN DETERMINING TECHNICAL ACCEPTABILITY**

#### **EVALUATION CRITERION NO. 1 -- EXPERIENCE:**

Use supporting documentation to demonstrate at least **three (3) similarly scoped projects successfully completed in the past five (5) years**. The three (3) projects must demonstrate the firm's capability to perform the type of services described in the tentative Statement of Work (projects awarded prior to 2007 will not be considered).

Projects should be listed in order starting with FAA or other federal government contracts. Then, state/local government contracts or private sector contracts should be listed to further demonstrate capabilities. Information must be provided in the following format:

- a. Name and location of project
- b. Brief description of type and extent of services provided
- c. Name and contact information of owner (if government agency, indicate contract number and responsible contracting office)
- d. Date of completion
- e. Total amount of contract
- f. The names and telephone numbers of references that can be contacted to validate performance

**EVALUATION STANDARD: FIRM MUST DEMONSTRATE SUCCESSFUL COMPLETION OF THREE (3) PROJECTS WITHIN THE PAST FIVE (5) YEARS.**

#### **EVALUATION CRITERION NO. 2 – PAST PERFORMANCE:**

The Applicant is **REQUIRED** to have at least three (3) of the attached customer satisfaction surveys (CSS's) completed and returned to this office c/o GINA STORLIE by a third party reference. It is advised that the Applicant distribute more than three CSS's to third party-references as not all are returned, and receipt of less than three could lead to the Applicant's disqualification. Customer Satisfaction Surveys may be emailed to GINA STORLIE at [gina.storlie@faa.gov](mailto:gina.storlie@faa.gov). The surveys may also be faxed at the Applicant's risk to 425-227-1055 Attn: GINA STORLIE. It is also advised that each Applicant verify receipt of the requisite number of Customer Satisfaction Surveys well *before* the application deadline.

**EVALUATION STANDARD:** Company must have positive past performance history. The Agency may use sources other than the Customer Satisfaction Surveys to compile past performance history, including, but not limited to, other customer references, other agency references, social media, etc.

The three (3) customer satisfaction surveys (CSS's) will not count toward your twenty (20) page limit.

### **M002. EVALUATION LEADING TO AWARD.**

The Government will determine responsiveness based on the proposal's conformance with the solicitation's terms and conditions. Once an offer is determined to be responsive, the Government may examine the pricing schedule for cost/pricing realism. The Government reserves the right to award initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. **Award will be made to the lowest priced/technically acceptable offer.**

(End of provision)